

Unity 2017 Open Beta Sweepstakes #3 Official Rules and Conditions

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

The **Unity 2017 Open Beta Sweepstakes #3** (the “*Sweepstakes*”) is organized by Unity Technologies ApS, who is identified in more detail in Provision 11 herein (the “*Sponsor*” or “*Unity*”).

- 1) **DURATION.** The Sweepstakes begins at Friday, November 10, 2017 at 2:00 PM CET (the “*Start Date*”) and submission period ends Monday, November 27, 2017 at 12:00 AM CET (the “*Deadline*”).
- 2) **ENTRY.**
 - A) **To submit an entry:**
 - i) **Step 1:** Download and Install Unity 2017.3 beta software at: <https://unity3d.com/unity/beta> (the “*Software*”); and
 - ii) **Step 2:** Identify a unique bug in the Software, be the first to submit a bug report about it and tag it with “#Unity2017Beta” in the title of the bug report (the “*Submission*”)
 - B) **Submission Restrictions.**
 - i) The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
 - ii) The Submission must not disparage Sponsor or any other person or party affiliated with the promotion and administration of this Sweepstakes;
 - iii) The Submission may not include any third party trademarks (logos, names) or copyrighted materials (music, images, video, recognizable people) unless you have obtained permission to use the materials;
 - iv) The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
 - v) The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
 - vi) The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Submission is created.
 - C) Each Submission submitted as described above that complies with the Sections 2A and 2B will be referred to as an “*Entry*” or “*Entries.*” Entries that do not conform to these Official Rules and Conditions will not be accepted.
 - D) **Void Entries.** Entries generated by any means that violate these Official Rules and Conditions, Unity’s Terms of Service, or Unity’s Privacy Policy are void.
 - E) **Consent.** BY SUBMITTING AN ENTRY, YOU ACCEPT AND AGREE TO BE BOUND BY THESE OFFICIAL RULES AND CONDITIONS, AND CONSENT TO THE UNITY TERMS OF SERVICE ([HTTPS://UNITY3D.COM/LEGAL/TERMS-OF-SERVICE](https://unity3d.com/legal/terms-of-service)), AND UNITY’S PRIVACY POLICY ([HTTPS://UNITY3D.COM/LEGAL/PRIVACY-POLICY](https://unity3d.com/legal/privacy-policy)).
 - F) **Alternate Method of Entry:** You can also mail (contact info in Section 9 herein) Sponsor your name, date of birth, email address, and the title of these Sweepstakes to be entered into the Sweepstake so long as it is legible and you meet the Eligibility criteria herein (also an “*Entry*”).
- 3) **ELIGIBILITY.**
 - A) **Eligible.** To be eligible to enter the Sweepstakes, as of the time you submit your Entry, you must:
 - i) Be at least 18 years of age;
 - ii) Have Internet access, an email account and access to a personal computer;
 - iii) be a legal resident worldwide excluding residents of: Florida, USA; New York, USA; Quebec, Canada;

Brazil; Sweden; Italy; Cuba; Iran; North Korea; Sudan; and Syria. Canadian residents will be required to answer an additional mathematical question in order to claim their prizes.

B) Employees of the Sponsor or its subsidiaries, agents, or affiliates, and any family members and/or household members of these employees, are not eligible to enter the Sweepstakes.

4) SELECTION OF WINNERS.

A) Determination of Winning Entries. 3 Winners shall be randomly selected from the Entries (each a "Winner" and collectively the "Winners").

B) Odds of Winning. ODDS OF WINNING A PRIZE ARE SUBJECT TO THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED

C) Notification to Winners. The Winners and will be contacted via the email submitted with their Entry.

D) Any and all decisions of Sponsor shall be final and binding in all respects;

5) PRIZES.

A) Winners:

First through Third Place Winners: The first through third randomly drawn Entries shall be the First through Third Place Winners and win an Acer Mixed Reality Headset (Estimated Retail Value: US\$399.00);

i) Estimated Total Prize Value: \$1197.00

B) Winners will be contacted via the email submitted with their Entry. If a Winner cannot be contacted, is contacted and does not respond as directed within seven (7) days of attempted notification, refuses the prize or is ineligible to accept the prize, prize may be forfeited and awarded to an alternate winner. All prizes claimed in accordance with the Official Rules will be awarded.

C) The prizes will be awarded to the Winners within a commercially reasonable time frame. Receipt and use of the prizes may require a personal computer, email, and the internet. All prizes are non-transferable, and no substitutions of the prizes for cash or other goods and services are permitted by the Winners. Notwithstanding the foregoing, Sponsor reserves the right to provide a substitute prize of approximately equal value for any reason.

D) All federal, state, local and or other applicable taxes, licenses, title and/or registration fees or others costs, associated with winning a prize are the sole responsibility of the Winners. The Sponsor and its affiliates, subsidiaries and advertising and promotion agencies, and each of their directors, officers, employees, agents and assigns, shall not be responsible for any such taxes, fees and costs.

E) Winners may have their Entries and names posted on all Unity media channels, including, without limitation, within Unity's Website (<https://unity3d.com>), Unity's Facebook Page (<https://www.facebook.com/unity3d/>), Unity's Twitter page (<https://twitter.com/unity3d>), and the Unity Blog. Except where legally prohibited, by participating in the Sweepstakes, the Winners hereby give Sponsor and its affiliates, subsidiaries and advertising and promotion agencies full permission, right and authority to use their likeness, photograph, name, hometown, and Entries, or any other information that they provide about themselves, the prize, the Sweepstakes, or Unity, for the purposes of advertising and promotion (in any media, including but not limited to in print media, television, film, video, radio, internet or otherwise) related to the Sweepstakes, Unity or the Sponsor, without any further notification or compensation to such Winners other than that set out herein.

F) Winners may be required to complete and sign a Non-Disclosure Agreement, an Affidavit of Eligibility and, except where prohibited, Liability/Publicity Release, in the form provided by Sponsor, within seven (7) days of attempted notification in order to claim prizes.

G) Any prize details not specified herein shall be determined solely by the Sponsor.

6) GENERAL CONDITIONS.

A) You represent and warrant that your Entry is:

i) Your own original work and that it does not violate any intellectual property rights or any other rights of any third party (including, without limitation, any privacy, publicity or publishing rights); and

ii) Not libelous, obscene or otherwise contrary to law. Use of obscenities, racist, sexist, hateful or other

material or depictions that, in Sponsor's sole judgment, are inappropriate or offensive will disqualify an entry.

B) You agree to:

- i) Be contacted by Sponsor or its agents by email; and
- ii) Sign any requested documentation set forth in Provision 5 herein including, without limitation an Affidavit of Eligibility and Liability/Publicity Release, in the event that you are a Winner.

C) You acknowledge and agree that all Submissions will be the sole and exclusive property of Sponsor and you hereby irrevocably assign to Sponsor and agree to irrevocably assign to Sponsor all of your right, title, and interest in and to all Submissions, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At Sponsor's request and expense, you will execute documents and take such further acts as Sponsor may reasonably request to assist Sponsor to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Submissions.

D) You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

E) Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved under the laws of the State of California.

F) Neither Sponsor nor any of its affiliates, subsidiaries and advertising and promotion agencies, and each of their directors, officers, employees, agents and assigns, are responsible for lost, interrupted, or unavailable network server or other connections, miscommunications, failed telephone or computer transmissions, or technical failure, jumbled, scrambled or misdirected transmissions, or other errors of any kind whether human, mechanical or electronic or for phone, electrical, network, computer hardware or software program malfunctions, failures or difficulties, or for ISP/network/Web site accessibility or unavailability; any incorrect or inaccurate account information; any incorrect or inaccurate achievement information; human errors; technical malfunctions; theft, tampering, destruction, or unauthorized access to, or alteration of, accounts.

G) False, fraudulent or deceptive acts shall render you ineligible.

H) Participants found tampering with or abusing any aspect of this Sweepstakes, as solely determined by Sponsor, will be disqualified.

I) If disqualified for any tampering or abuses, Sponsor reserves the right to terminate your eligibility to participate in this Sweepstakes or any other Sweepstakes run by Sponsor.

J) In the event any portion of this Sweepstakes is compromised by virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor which, in the sole opinion of Sponsor, corrupts, or impairs the administration, security, fairness or proper participation in the Sweepstakes, Sponsor reserves the right at their sole discretion to suspend or terminate the Sweepstakes, and select Winners from participants' accounts that can be determined by Sponsor to have not been compromised.

K) All of Sponsor's decisions regarding the application and interpretation of the Rules are final.

7) LIMITATIONS OF LIABILITY.

A) To the fullest extent permitted by applicable law:

- i) By entering this Sweepstakes, you agree that Sponsor and its affiliates, subsidiaries and advertising and promotion agencies, and each of their directors, officers, employees, agents and assigns, shall not be liable for personal injuries, death, damages, expenses or costs or losses of any kind resulting from participation or inability to participate in this Sweepstakes or acceptance of or use or inability to use a prize or parts thereof including, without limitation, claims, suits, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory; and
- ii) You release the Sponsor and its affiliates, subsidiaries and advertising and promotion agencies, and

its directors, officers, employees, agents and assigns from any and all liability and responsibility with respect to a prize (including any property loss, damage, personal injury or death).

B) You acknowledge that Sponsor and its affiliates, subsidiaries and advertising and promotion agencies, and each of their directors, officers, employees, agents and assigns, have neither made nor are in any manner responsible for any warranty, representation or guarantee, expressed or implied, in fact or in law, related to a prize.

8) PRIVACY.

A) Information submitted in connection with the Sweepstakes in accordance with these Official Rules and Conditions and Sponsor's Privacy Policy located at <https://unity3d.com/legal/privacy-policy>

B) By entering this Sweepstakes, you agree that your personal information may be collected, used, by Sponsor and its affiliates, subsidiaries and advertising and promotion agencies, and each of their directors, officers, employees, agents and assigns, for the sole purpose of conducting, administering, and fulfilling the Sweepstakes, including, without limitation notifying you if you are chosen as a potential Winner and for prize delivery.

C) If allowed under applicable law, you may exercise their right to access and modify the personal information about them stored by Sponsor by writing to privacy@unity3d.com, and detailing their request.

9) WINNERS LIST. A list of Winners can also be obtained by sending a self-addressed stamped envelope to Unity Technologies, Attn: Product Marketing Team, Løvstræde 5, DK-1152 Copenhagen K, Denmark. Do not send any other correspondence to this address.

10) SEVERABILITY. In the event any Provision of these Official Rules and Conditions prove unenforceable, void or incomplete, the validity of the other conditions will remain unaffected.

11) SPONSOR. This Sweepstakes is sponsored by Unity Technologies APS, a Danish corporation having its principal place of business at Løvstræde 5, DK-1152 Copenhagen K, Denmark, on behalf of itself and its Affiliates. As used herein, the term "**Affiliates**" shall mean an entity that directly or indirectly controls, is controlled by or is under common control with Unity Technologies ApS.

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